

# POLICY 8.3 PAYROLL, SCHEDULING, OVERTIME

ADOPTED: FEBRUARY 1, 2013

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## A. WORK WEEK AND WORKING HOURS

The normal work week consists of up to forty-five (45) hours, known as “day,” schedule and fifty-six (56) hours, known as “shift” schedule.

The hours of employment shall be fixed by the Fire Chief.

## B. WAGE COMPENSATION

1. Wage Policy. The District maintains a pay plan covering all positions in the District, showing the minimum and maximum rates of pay. In arriving at such salary ranges, consideration is given to prevailing rates of pay for comparable work in other public and in private employment, including consideration of conditions of work and basic pay, current costs of living, the local economy and wage adjustments in the community, suggestions of the Fire Chief, and the District's financial condition.

2. Salary Review. Compensation will be reviewed by the Fire Chief at the end of an employee's probation. An increase may be recommended to the Board of Directors based upon competent and commendable service.

Regular employee's salaries will be reviewed after twelve (12) months of continuous employment in the current classification. Wage increases are not automatic. The Fire Chief will make salary recommendations to the Board of Directors based upon merit. For exceptional performance a Fire Chief may recommend a merit increase to any employee paid below the top of the range, and if granted, it may be reduced to the step appropriate at any time extraordinary performance ceases.

### 3. Overtime

a. When a Jefferson Fire District employee is mobilized to an out of district response, that has been a declared emergency under the Oregon Emergency Conflagration Act, or any other such response that is under the authority of an Oregon State Fire Marshal Incident Management Team, such employee can be paid in accordance with the Oregon Fire Service Mobilization Plan.

b. Overtime. The District has established a 28-day work period for the purpose of overtime under the FLSA and pays overtime for all hours worked over 212 in the 28-day period. For full-time “day” employees, overtime is also considered time worked outside such employees’ regularly scheduled work hours. FLSA overtime for employees working a 56-hour work week will be averaged over the year and paid in equal monthly amounts each pay period. For part-time medic employees’ overtime is considered time worked over 40 hours per week. Overtime rate is 1.5 times the employee’s hourly rate.

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### **C. REST PERIODS**

Employees may take a 15-minute rest period during each half shift, scheduled at or as near as feasible to the middle of each half shift. Consistent with operating requirements, employees who at the request of the District work two or more hours beyond their regular quitting time shall receive a 15-minute rest period before starting on the next shift in addition to the regular rest periods occurring during the shift. Each rest period shall not exceed fifteen (15) minutes total. Rest periods shall not interfere with or be detrimental to the public safety.

### **D. MEAL PERIODS**

Employees shall be granted an uncompensated meal period not to exceed one hour during each work shift. Consistent with operating requirements, meal periods shall be scheduled at or about the middle of the work shift.

### **E. MANAGEMENT LEAVE**

FLSA exempt employees shall be allowed discretionary time off with pay as approved by their supervisors. Administrative staff shall regulate their own use of management leave, and shall endeavor to provide their immediate superior at least one day of advance notice of any day which they intend to take off.

### **F. PAYDAY**

The District's payday is the last business day of the month. In the event of emergency, employees may be permitted a pay advance at another time, no more the 1/3 of the month wages.

### **G. PAYROLL DEDUCTIONS**

1. Required Deductions. Federal and state laws require the following deductions from every paycheck:
  - a. Federal Withholding Tax;
  - b. State Withholding Tax;
  - c. Social Security Taxes (FICA);
  - d. Medicare
  - e. State Accident Insurance-Employee Surcharge;
  - f. Court ordered child support payments or garnishments; and
  - g. Retirement.
  
2. Optional Deductions. Other deductions may be made from the employee's paycheck with the employee's written request, including, but not limited to:
  - a. Credit Union participation;
  - b. United Way contributions;
  - c. Insurance contribution;
  - d. Any other deduction of general interest to District employees affecting five or more employees may be authorized by the employee in writing, with approval of the Fire Chief;
  - e. Monies due to the District.

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3. Deferred Compensation. Any District employee may elect to enroll in a deferred compensation plan approved by the District. Deferred compensation accounts will be established on behalf of any employee who is willing to make contributions to the plan in accordance with plan requirements.

### H. MEDICAL AND LIFE INSURANCE

The District provides for regular full time employees group medical, dental, vision and long term disability and life insurance. Coverage begins the first of the next month following the employment date. Information regarding specific benefits is available from the Finance Director.

The District participates in the Public Employee Retirement System for employees working over 600 hours per year. Information about contributions and retirement or disability benefits may be obtained from the Clerk or from the PERS.

### I. TIME RECORDS

Time cards must serve as an accurate record of the time for which each employee is paid wages and overtime. Each employee is expected to record accurately the time spent working on District business. Personal time spent in District offices outside regular working hours should not be recorded.

Probationary or regular employees shall record all time worked for the District. An employee of the District may volunteer service to the District, and the time involved would not be recorded, **ONLY IF** the volunteer hours worked **DO NOT INVOLVE THE SAME TYPE OF SERVICE** which the person is employed to perform for the District. All volunteer activities by employees must be approved in advance, and in writing.

### J. SEVERANCE PAY

A regular employee terminating employment with the District will be paid on the date of separation any earned and unpaid wages then due plus any accumulated and unused vacation pay and compensatory time. Work hours, earned vacation which the employee is eligible to take off, and compensatory time shall be paid at the employee's hourly rate at the date of separation. If the employee fails to give at least forty-eight (48) hours advance notice prior to quitting District employment, severance pay shall be paid within forty-eight (48) hours of the termination excluding weekdays and holidays.

### K. JOB SHARING

A job sharing position is a regular full-time position that is held by two individuals on an interdependent, shared-time basis. The duties and responsibilities of the single position will be divided so as to provide total coverage by the two partners. The partners will normally divide the required working hours, not to exceed a total of forty (40) hours per week, within a pay period.

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Each partner in a job sharing position must have, or be capable of having, all the knowledge, skills and abilities necessary to perform the job.

Job share partners will share the benefits of the regular full-time position.

Vacation, sick leave and holiday benefits will be pro-rated on the basis of hours worked.